



# ST. JOHN

THE BAPTIST PARISH

1811 W. Airline Highway  
LaPlace, LA 70068  
(985) 652-9569



ST JOHN THE BAPTIST PARISH  
ELIANA DEFRAnceschi Clerk of Court  
I certify that this is a true copy of the  
original filing that was recorded on:  
02/19/2020 11:08AM  
371209- MO

PROFESSIONAL SERVICES AGREEMENT  
BETWEEN  
ST JOHN THE BAPTIST PARISH COUNCIL  
AND  
A & E ENTERPRISE MANAGEMENT, L.L.C.

This Agreement is made and entered into on this 28<sup>th</sup> day of January, 2020 between **St. John the Baptist Parish Council**, (hereinafter referred to as "**Parish**"), represented by Jaclyn Hotard, **Parish President**, in accordance with the duly passed motion of the St. John the Baptist Parish Council and **A & E Enterprise Management, L.L.C.**, 1179 Highway 18, Edgard, LA 70049, represented by Andrea P. Lowe, **Manager**, in accordance with the Certificate of Authority attached hereto, hereinafter referred to as "**Contractor**" under the following terms and conditions.

#### TERM OF AGREEMENT

This **Agreement** shall begin on **January 28, 2020** and terminate **four (4) years** after commencement on January 27, 2024.

#### AMENDMENT

This **Agreement** may be amended by written consent, executed by both parties and subject to approval of the St. John the Baptist Parish Council.

#### EXTENSION

The term of this **Agreement** may be extended for one (1) additional year by written agreement, executed by both **Parties** and subject to approval of the St. John the Baptist Parish Council.

#### SCOPE OF SERVICES

The "Services" to be performed by the **Contractor** for the **Parish** under this **Agreement** are set out in **Exhibit A: Scope of Services**, incorporated herein by reference.

#### PAYMENT TERMS

In consideration of the services described in **Exhibit A: Scope of Services**, the **Parish** hereby agrees to provide compensation to the **Contractor** in accordance with its fee schedule listed in **Exhibit B: Pricing Schedule**. Invoice payment terms are Net 30. Invoices are to be billed monthly.

All payments invoices, deliverables, etc. must be submitted and approved by the **Human Resources Director or designee**, hereinafter called the "**Director**".

## **MONITORING PLAN**

This **Agreement** shall be administered and monitored by the **Director**. The monitoring plan will include a review of the services delineated in **Exhibit A: Scope of Services** to ensure completion and a review of invoices for accuracy prior to reimbursement of services, etc. The **Contractor** shall submit a monthly summary of activities.

## **TAXES**

The **Contractor** hereby agrees that the responsibility for payment of taxes from the funds thus received under this **Agreement** and/or legislative appropriation shall be **Contractor** 's obligation. **Contractor** is required to provide a completed W-9 form prior to commencement of work.

## **TERMINATION FOR CAUSE**

The **Parish** may terminate this **Agreement** for cause based upon the failure of the **Contractor** to comply with the terms and/or conditions of this **Agreement**, provided that **Parish** shall give the **Contractor** written notice specifying the **Contractor**'s failure to perform and provide thirty (30) calendar days' notice, from mailing of the notice, to cure and/or remedy the stated non-compliance. This agreement shall terminate thirty (30) calendar days from the date the notice was mailed.

The **Contractor** may terminate this **Agreement** for cause based upon the failure of the **Parish** to comply with the terms and/or conditions of this **Agreement**, provided that the **Contractor** shall give the **Parish** written notice specifying the **Parish**'s failure to perform and provide thirty (30) calendar days' notice, from mailing of the notice, to cure and/or remedy the stated non-compliance. This **Agreement** shall terminate thirty (30) calendar days from the date the notice was mailed.

Notwithstanding the above, the **Contractor** will not be relieved of liability to **Parish** for damages sustained by **Parish** by virtue of any breach of this **Agreement** by the **Contractor**, and **Parish** may withhold any payments to the **Contractor** for the purpose of setoff until such time as the exact amount of damages due **Parish** from the **Contractor** is determined.

## **TERMINATION FOR CONVENIENCE**

**Parish** may terminate this **Agreement** at any time by giving thirty (30) days written notice to the **Contractor** of its intent to terminate this **Agreement**. The **Contractor** shall be entitled to payment for deliverables in progress; to the extent work has been performed satisfactorily.

## **GENERAL CONDITIONS**

The professional and technical adequacy and accuracy of documents and other work products furnished under this **Agreement** will be conducted in a manner consistent with the level of care and skill ordinarily exercised by a member of the profession.

It is understood and agreed by the parties hereto that the **Contractor** is entering into this **Agreement** in the capacity of an independent **Contractor**. While in the performance of services or carrying out other obligations under this **Agreement**, the **Contractor** shall be acting in the capacity of independent Contractors and not as employees of the **Parish**.



The **Parish** shall not be obliged to any person, firm or corporation for any obligations of the **Contractor** arising from the performance of their services under this **Agreement**.

The **Contractor** warrants that he has not employed or retained any company or person, other than a bona-fide employee working solely for the **Contractor**, to solicit or secure this **Agreement**, and that they have not paid or agreed to pay any company or person, other than bona-fide employees working solely for the **Contractor**, any fee, commission, percentage, brokerage fee, gifts, or any other consideration, contingent upon or resulting from the award or making of this **Agreement**. For breach or violation of this warranty, the **Parish** shall have the right to annul this **Agreement** without liability.

This **Agreement** shall be binding upon the successors and assigns for the parties hereto. This **Agreement** being for the personal services of the **Contractor**, shall not be assigned or subcontracted in whole or in part by the **Contractor** as to the services to be performed hereunder without the written consent of the **Parish**.

#### **VENUE**

This **Agreement** shall be governed by the laws of the State of Louisiana. Proper venue for any lawsuit arising under the terms of this **Agreement** shall be the Fortieth Judicial District Court, St. John the Baptist Parish and any appropriate Appellate therefrom. **Contractor** hereby agrees and consents to personal and/or *in rem* jurisdiction of the trial and appropriate Appellate courts.

#### **INSURANCE**

The **Contractor** shall meet or exceed the **Parish's** Insurance Requirements as listed in **Exhibit C: Insurance Requirements**.

#### **OWNERSHIP**

All records, reports, documents, and other material delivered or transmitted to **Contractor** by the **Parish** shall remain the property of the **Parish**, and shall be returned by **Contractor** to the **Parish**, at **Contractor's** expense, at termination or expiration of this **Agreement**. All records, reports, documents, or other material related to this **Agreement** and/or obtained or prepared by **Contractor** in connection with the performance of the services in which **Agreement** fees have been paid for herein shall become the property of the **Parish**, and shall, upon request, be returned by **Contractor** to the **Parish**, at **Contractor's** expense, at termination or expiration of this **Agreement**.

#### **AUDITORS**

It is hereby agreed that **Parish** shall have the option of auditing all accounts of **Contractor** which relate to this **Agreement**.

#### **NON-ASSIGNABILITY**

**Contractor** shall not assign any interest in this **Agreement** by assignment, transfer, or novation, without prior written consent of the **Parish**. This provision shall not be construed to prohibit the **Contractor** from assigning its bank, trust company, or other financial institution any money due or to become due from approved **Agreements** without such prior written consent. Notice of any such assignment or transfer shall be furnished promptly to the **Parish**.

## INDEMNITY

To the fullest extent permitted by law, **Contractor** shall indemnify and hold harmless the **Parish** and all of its Agents and Employees, from and against all damages, losses and expenses, including but not limited to attorney's fees (when considered damages recoverable by law), arising out of or resulting from performance of the work, provided that such claim, damage, loss or expense is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property (other than the work itself) including loss of use resulting therefrom, but only to the extent caused in whole or in part by negligent acts or omissions of the **Contractor**.

## SEVERABILITY CLAUSE

If any one or more of the provisions contained in this **Agreement** shall, for any reasons, be held to be invalid, illegal or unenforceable, in whole or in part, such invalidity, illegality, or unenforceability shall not affect any other provisions of this **Agreement**, and in such an event, this **Agreement** shall be construed as if such invalid, illegal, or unenforceable provisions had never been contained herein.

## FISCAL FUNDING

The continuation of this **Agreement** is contingent upon the appropriation of funds to fulfill the requirements of this **Agreement** by the **Parish** or any other state or federal funding source. If the **Parish** fails to appropriate sufficient monies to provide for the continuation of this **Agreement**, or if such appropriation is reduced by the veto of the Parish President or by any means provided in the appropriations act to prevent the total appropriation for the year from exceeding revenues for that year, or for any other lawful purpose, and the effect of such reduction is to provide insufficient monies for the continuation of this **Agreement**, this **Agreement** shall terminate on the date of the beginning of the first fiscal year for which funds are not appropriated.

## NOTICES

All notices or demands required to be given, pursuant to the terms of this **Agreement**, shall be in writing and sent to the other party via United States certified mail, postage prepaid and signature required. Seven (7) calendar days written notice of change of address shall be sent to the other party by the manner stated above.

If to Parish:	If to Contractor:
ATTN: Jaclyn Hotard Parish President St. John the Baptist Parish 1811 W. Airline Hwy. LaPlace, Louisiana 70068	ATTN: Andrea P. Lowe Manager A & E Enterprise Management, LLC 1179 Highway 18 Edgard, Louisiana 70049

## EXCLUSIONS

Pursuant to Louisiana Revised Statute 38:2227, **Contractor** must certify that he has not been convicted of or has not entered into a plea of guilty or nolo contendere to public bribery, corrupt influencing, extortion, money laundering or their equivalent federal crimes.



**Contractor** must further certify that he has not been convicted of, or has not entered into a plea of guilty or nolo contendere to theft, identity theft, theft of a business record, false accounting, issuing worthless checks, bank fraud, forgery, Contractor misapplication of payments, malfeasance in office, or their equivalent federal crimes within the (5) five years prior to submitting the proposal.

#### **NON-SOLICITATION AND UNEMPLOYMENT AFFIDAVIT**

Pursuant to Louisiana Revised Statute 38:2224 and Louisiana Revised Statute 23:1726(B), the **Contractor** must certify that neither he, nor anyone acting on behalf of the **Contractor**, either directly or indirectly, employed, paid nor promised any gift, consideration or commission to any person or legal entity to procure or assist in procuring this **Agreement**, other than persons regularly employed by **Contractor** further affirms that no part of the **Agreement** price was paid or will be paid to any person, firm, association, or other organization for soliciting this **Agreement**, other than payment to person regularly employed by the **Contractor** in the regular course of their employment duties for the **Contractor**. **Contractor** further agrees that it will continue to properly classify each employee for unemployment compliance purposes.

#### **E-VERIFY PROGRAM**

Pursuant to Louisiana Revised Statute 38:2212.10, **Contractor** must certify that it and each individual, firm or corporation associated with it and engaged in the physical performance of services in the State of Louisiana, under an **Agreement** with St. John the Baptist Parish has registered with, is participating in, and shall continue to participate in a federal work authorization program designated as such under the Illegal Immigration Reform and Immigrant Responsibility Act of 1996, as amended, which is operated by the United States Department of Homeland Security, known as the "E-Verify" program. **Contractor** must verify the legal status of all existing and new employees in the State of Louisiana by attesting herein that each is a citizen of the United States or legal aliens as defined by now effective immigration laws of the United States of America.

#### **DISCRIMINATION CLAUSE**


The **Contractor** agrees to abide by the requirements of the following as applicable: Title VI of the Civil Rights Act of 1964 and Title VII of the Civil Rights Act of 1964, as amended by the Equal Employment Opportunity Act of 1972, Federal Executive Order 11246 as amended, the Rehabilitation Act of 1973, as amended, the Vietnam Era Veteran's Readjustment Assistance Act of 1974, Title IX of the Education Amendments of 1972, the Age Discrimination Act of 1975, the Fair Housing Act of 1968 as amended, and **Contractor** agrees to abide by the requirements of the Americans with Disabilities Act of 1990.

The **Contractor** agrees not to discriminate in its employment practices and will render services under this **Agreement** without regard to race, color, religion, sex, national origin, veteran status, political affiliation, or disabilities.

**SIGNATURES ON FOLLOWING PAGE**

**THUS DONE AND SIGNED AT** LaPlace, Louisiana on the day, month and year first written on page 1 of this document.

**WITNESS:**

  
SIGNATURE

DESHAUNA PIRMION  
PRINT NAME

**PARISH:**

ST. JOHN THE BAPTIST PARISH

By: 

Jaclyn Hotard  
Parish President

**WITNESS:**

  
SIGNATURE

LARRY SCRAPER JR.  
PRINT NAME

**Contractor:**

A & E Enterprise Management, LLC

By: Andrea P. Lowe

Andrea P. Lowe  
Manager



## **EXHIBIT A**

### **Scope of Work**

The scope of services to be provided by the **Contractor** includes, but is not necessarily limited to the following:

1. Serve as the **Parish's** main resource for all Title II of the Americans with Disabilities Act (ADA) and Section 504 of the Rehabilitation Act compliance matters, providing technical assistance and consultation to **Parish** various departments
2. Assist **Parish** Departments in ensuring that ADA requirements are included in the design of new and renovated facilities and that access issues are integrated into the daily operation of the **Parish** including policy, education, and public information
3. Conduct facility surveys to document existing conditions as requested, develop transition plan, and coordinate implementation of said transition plan to bring **Parish** into compliance perform on-site visits with project managers, contractors, sub-contractors, and others to monitor the progress of barrier removal during construction as requested; inspect finished project to evaluate the final degree of accessibility as required by law
4. Obtain price quotes for special purchases of equipment, materials, or supplies for implementing reasonable accommodation or public access
5. Review plans for Parish-sponsored special events to ensure accessibility to events is barrier-free
6. Develop, update, and maintain a master database of items in progress and or completed related to ADA Title II and 504 compliance projects, self-evaluations conducted, and the **Parish's** transition plan
7. Serve as liaison between **Parish** and citizens regarding requests for accommodation, including alternative formats and other communication access needs; facilitate equal access and reasonable accommodation for individuals with disabilities
8. Receive, review, evaluate, and determines citizen requests for accommodations related to 504 compliance
9. Review documentation of disability and determine reasonable accommodations for self-identified employees with disabilities; provide guidance to **Parish** Departments in incorporating best practices with regard to reasonable accommodations for **Parish** employees and job applicants with disabilities

10. Oversee the **Parish's** 504 grievance process; assist **Parish** in formally investigating and responding to allegations of discrimination and non-compliance under ADA and other applicable laws
11. Recommend resolutions to grievances; maintain correspondence and documentation of the compliance procedure;

Other Requirements of **Contractor**:

1. **Contractor** shall stay abreast of federal and state legislation impacting the American with Disabilities Act (ACT) and the Rehabilitation Act, as amended, and advise the **Parish** of the same
2. **Contractor** shall possess demonstrated knowledge of evaluating public access to facilities, programs and services.
3. **Contractor** shall comply and perform all work in accordance with applicable federal, state, and local regulations.
4. **Contractor** shall furnish all tools, materials, equipment, apparatus, labor, workmanship, transportation, and services necessary to perform and complete the work as per the "Scope of Work."
5. **Contractor** shall outline any other service(s) available that the **Parish** has not covered herein, and outline costs associated with those services in the "Pricing Schedule"

**Regulatory Requirements:** The **Contractor** shall comply with all applicable federal, state, and local laws, ordinances, rules, and regulations, including IICRC Flood Certified, pertaining to the performance of the work specified herein. Ignorance on the part of the **Contractor** shall not, in any way, relieve the **Contractor** from responsibility for compliance with said laws and regulations or any of the provisions of this **Agreement**.



**EXHIBIT B**  
**Pricing Schedule**

**PAYMENTS:**

Parish hereby agrees to pay the Coordinator \$1500/monthly for up to 40 hours.  
Additional compensation above and beyond 40 hours will be paid on an hourly rate of \$25/hour.

All invoices shall include an invoice number and Purchase Order number. Invoice Terms are NET 30 and will be processed within 30 (thirty) days following receipt of the invoice. All payments must be approved by the **Chief Administrative Officer, or designee.**

**EXHIBIT C**  
**Insurance Requirements**

**Contractor** shall obtain, pay for and keep in force, at its own expense, minimum insurance requirements effective in all localities where **Contractor** may perform the work hereunder, with such carriers as shall be acceptable to Council:

- A) Statutory Workman's Compensation covering all state and local requirements and Employer's Liability Insurance covering all persons employed by **Contractor** in connection with this Agreement.

The limits for "A" above shall be not less than:

1. Employer's liability limits of \$1,000,000/\$1,000,000/\$1,000,000.
2. Some contracts may require USL&H or maritime coverage. This should be verified with Insurance Department/Legal Department.
3. WAIVER OF SUBROGATION in favor of St. John the Baptist Parish Council should be indicated on certificate.
4. No excluded classes of personnel or employees shall be allowed on Council's premises.

- B) Commercial General Liability, including:

1. Contractual liability assumed by this agreement.
2. Owner's and **Contractor's** Protective Liability (if Contractor is a General Contractor).
3. Personal and advertising liability.
4. Completed operations.
5. Medical Payments.

The limits for "B" above shall not be less than:

1. \$1,000,000 each occurrence limit.
2. \$2,000,000 general aggregate limits other than products – completed operations.
3. \$1,000,000 personal and advertising injury limit.
4. \$1,000,000 products/completed operations aggregate limit.
5. \$50,000 fire damage limit.
6. \$5,000 medical expense limit (desirable but not mandatory).
7. \$1,000,000 CSL each occurrence WITH NO annual aggregate will be acceptable in lieu of 1+2 above. Must include BFCGL endorsement.
8. St. John the Baptist Parish Council will be NAMED as additional insured and WAIVER OF SUBROGATION in favor of St. John the Baptist Parish Council should be indicated on certificate.
9. Some contracts may require Protection and Indemnity coverage. This should be verified with Insurance Department /Legal Department.

- C) Comprehensive Automobile Liability covering all owned, hired and other non-owned vehicles of the Contractor.



The limits for "C" above shall not be less than:

1. \$1,000,000 CSL
2. St. John the Baptist Parish Council will be NAMED as additional insured and WAIVER OF SUBROGATION in favor of St. John the Baptist Parish Council should be included on certificate.

D) Professional Liability with a minimum limit of \$1,000,000.

All required insurance certificates shall be submitted to the Director of Purchasing & Procurement within ten (10) days of provisional award. Failure to provide the insurance certificates within the time frame specified by the Parish shall be cause for the submittal to be rejected as non-responsive. Contractor shall maintain insurance in full force and effect during the entire period of performance under contract. Failure to do so shall be cause for termination of the contract. All policies must have a thirty (30) day non-cancellation clause giving the Parish thirty (30) days prior written notice in the event a policy is changed or canceled.

# CERTIFICATE OF AUTHORITY

I attest that I am the sole member and manager of A & E Enterprise Management  
Company Name

that in my capacity as manager, I Andrea P. Lowe am authorized  
Authorized Representative

under the state of Louisiana to conduct all negotiations, bidding, concerns and transaction  
St. John the Baptist Parish Council or any of its agencies, departments, employees or agents  
including but not limited to the execution of all bids, proposals, papers, documents, affidavits,  
bonds, sureties, contracts, purchase orders, and notices issued pursuant to the provision  
such bid or contracts for said company.

Domicile Address:

1179 Highway 18  
Edgard, LA 70049

Phone No: (504) 355-1512

<u>Andrea P. Lowe</u> Signature of Authorized Signatory	SUBSCRIBED AND SWORN BEFORE ME ON TH <u>19<sup>th</sup></u> DAY OF <u>November</u>
<u>Andrea P. Lowe</u> Printed Name of Signatory	<u>Donna M. Bechet</u> Notary Signature
<u>President/CEO/Owner</u> Title of Authorized Signatory	Printed Notary Name: <u>Donna M. P.</u>
	Notary/Bar Roll Number: <u>66212</u>
	My Commission is for/expires on: <u>atm</u>







## ST. JOHN THE BAPTIST PARISH COUNCIL

1811 West Airline Hwy.  
LaPlace, Louisiana 70068  
Office 985-652-1702  
Fax 985-652-1700

*January 29<sup>th</sup>, 2020*

### *Division A*

*Lennix Madere, Jr.  
P.O. Box 2617  
Reserve, LA 70084  
Cell 985-379-6188*

### *Division B*

*Michael P. Wright  
1811 W. Airline Hwy.  
LaPlace, LA 70068  
Cell 504-717-3936*

### *District I*

*Kurt Becnel  
5605 Hwy. 18 River Road  
Town of Wallace  
Vacherie, LA 70090  
Cell 504-330-6338*

### *District II*

*Warren Torres, Jr.  
1811 W. Airline Hwy.  
LaPlace, LA 70068  
Cell 504-444-4153*

### *District III*

*Tammy Houston  
1811 W. Airline Hwy.  
LaPlace, LA 70068  
Cell 504-444-3956*

### *District IV*

*Tyra Duhe-Griffin  
1811 W. Airline Hwy.  
LaPlace, LA 70068  
Cell 504-444-4177*

### *District V*

*Robert J. Arcuri  
1811 W. Airline Hwy.  
LaPlace, LA 70068  
Cell 504-444-3167*

### *District VI*

*Tonia Schnyder  
1811 W. Airline Hwy.  
LaPlace, LA 70068  
Cell 504-444-4283*

### *District VII*

*Thomas Malik  
1811 W. Airline Hwy.  
LaPlace, LA 70068  
Cell 504-402-0302*

*Jaclyn Hotard, Parish President  
ST. JOHN THE BAPTIST PARISH  
1811 W. Airline Hwy.  
LaPlace, LA 70068*

*Dear Mrs. Hotard:*

*Please be advised of the following motion, which the St. John the Baptist Parish Council adopted at a meeting held on Tuesday, January 28<sup>th</sup>, 2020.*

*"Councilman Madere moved and Councilwoman Duhe-Griffin seconded the motion to grant administration authorization to enter into an agreement with A & E Enterprise Management, L.L.C. for ADA Coordinator Services. The motion passed unanimously."*

### CERTIFICATION

*I, Jackie Landeche, Secretary of the St. John the Baptist Parish Council do hereby certify that the above is a true and correct copy of a motion adopted by said body on the 28<sup>th</sup> day of January 2020.*

*January 29<sup>th</sup>, 2020.*  
  
*Jackie Landeche  
Council Secretary  
St. John the Baptist Parish Council*